

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application:

Inventor: Russell A. Houser, et al.

Application No.: 10/050,944

Filed: January 22, 2002

Patent No.: 6,916,035

Issue Date: July 12, 2005

Title: **ATHLETIC DEVICES AND OTHER DEVICES WITH SUPERELASTIC
COMPONENTS**

Confirmation No.: 1973

Examiner: Phan, Hua

Group Art Unit: 3618

Customer No. 021971

File No. 37163-708.201

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO
and 3.73 STATEMENT**

I hereby appoint the practitioners associated with Customer Number:

021971

As attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO).

Please address all correspondence for the above-identified application to:

021971

STATEMENT UNDER 37 CFR 3.73(b)

CardioVascular Technologies, Inc.

a California corporation

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is: the assignee of the entire right, title and interest; in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: ____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: ____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

I am an authorized representative of the:

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is incorporated herein.

SIGNATURE of Assignee of Record

Signature



Name/Title

Russell A. Houser, President

Date

12/15/08

Telephone No.

925-456-0674

PATENT ASSIGNMENT

Docket Number 37163-708 family

WHEREAS, the undersigned:

Houser, Russell A
1787 Verdite Street
Livermore CA 94550

Hare, William D.
5130 Newport Ave.
Bethesda MD 20816

(hereinafter "Inventor(s))." have invented certain new and useful improvements in

ATHLETIC DEVICES AND OTHER DEVICES WITH SUPERELASTIC COMPONENTS

- for which Application No. 60/263,418 was filed on January 23, 2001 in the United States Patent Office;
- for which Application No. 10/050,944 was filed on January 22, 2002 in the United States Patent Office upon which a United States Patent issued on July 12, 2005, as U.S. Patent No. 6,916,035;
- for which Application No. 11/160,859 was filed on July 12, 2005 in the United States Patent Office;

(hereinafter "Application(s)").

WHEREAS, Cardiovascular Technologies, Inc., a corporation of the State of California, having a place of business at 1787 Verdite Street, Livermore CA 94550, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extension of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Invention(s); (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissueance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted theron, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, ~~said~~ Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 10/12/08 R.A.
Russell A. Houmer

Date: 9/4/08 William D. Hare
William D. Hare

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 10/12/08

By: Russell A. Houser
Name: Russell A. Houser
Title: President